

EXHIBIT 13.1

ASARCO AGREEMENT

ASARCO SETTLEMENT AGREEMENT

This settlement agreement is made and entered into by and among the Tohono O'odham Nation, a federally recognized Indian Tribe ("Nation"), the San Xavier District ("District"), three classes of San Xavier allottees (collectively "San Xavier Allottees"), the United States, and Asarco Incorporated, a New Jersey corporation ("Asarco") who are each a Party hereto and are collectively referred to as "Parties", and is effective on the Enforceability Date of the Southern Arizona Water Rights Settlement Amendments Act of 2004 ("Amendments"). This settlement agreement is referred to as this "Agreement."

RECITALS:

A. The Nation, the San Xavier Allottees and the United States are plaintiffs in United States v. Tucson, et al., a class action pending in the United States District Court for the District of Arizona (Civ. No. 75-39 TUC consolidated with Civ. No. 75-51 TUC-FRZ) and related litigation ("Litigation").

B. Asarco is one of several defendants in the Litigation.

C. In order to reach a final settlement of the unconsolidated portions of the Litigation, there are certain issues that may be resolved herein among the parties to this Agreement without reference to the other defendants in the Litigation.

D. The San Xavier Allottees are plaintiffs in Alvarez v. City of Tucson, et al., a class action pending in the United States District Court for the District of Arizona (No. CV 93-0039 TUC FRZ) ("Alvarez").

Now, therefore, in consideration of the mutual promises and covenants herein, the Parties agree as follows:

ARTICLE 1

DEFINITIONS

1.1 "Accrual Date" means the date on which CAP water is first delivered to Asarco in lieu of groundwater pursuant to the terms of this Agreement.

1.2 "Accrual Period" is the fourteen-year period commencing with the Accrual Date.

1.3 "ADEQ" means the Arizona Department of Environmental Quality.

1.4 "ADWR" means the Arizona Department of Water Resources.

1.5 "Aquifer Protection Permit", or "APP," means any permits issued to Asarco by ADEQ pursuant to A.R.S. § 49-241 et seq. for the Mission Complex, and any amendments thereto.

1.6 "Boundaries of the Nation" means the geographic boundaries of the Tohono O'odham Nation, existing as of the Enforceability Date, including the San Xavier Reservation.

1.7 "Business Leases" means those 21 leases to Asarco of lands within the San Xavier Reservation for general mining purposes approved by the Bureau of Indian Affairs on May 12, 1959.

1.8 "CAP" or "Central Arizona Project" means the reclamation project authorized and constructed by the United States in accordance with Title III of the Colorado River Basin Project Act (43 U.S.C. 1521 et seq.).

1.9 "Enforceability Date" means the "Enforceability Date" as defined in the Amendments.

1.10 "Environmental Purposes" means specific environmental requirements or activities that involve well maintenance, reclamation, Mine Plan compliance, Aquifer Protection Permit compliance, closure requirements, or applicable governmentally imposed dictates, orders, laws or regulations relating to the environment.

1.11 "Mine Plan of Operations," or "MPO," means that plan for operating the Mission Complex approved by the United States Bureau of Land Management pursuant to 25 CFR Part 216 and 43 CFR Subpart 3592, and any amendments to such plan.

1.12 "Mining Leases" means Contract No. 14-20-450-2750, Lease No. 454-2-60, and Contract No. 14-20-450-2741, Lease No. 454-3-60, effective September 18, 1959.

1.13 "Mission Complex" means all of the mine, mill, processing, tailings, waste, well, road, building, and related facilities and properties owned, leased or used by Asarco and located south and east of the San Xavier Reservation and related facilities located on the San Xavier Reservation.

1.14 "San Xavier District," or "District," means one of eleven political subdivisions of the Tohono O'odham Nation established under the constitution of the Nation, having boundaries coterminous with the San Xavier Reservation.

1.15 "San Xavier Reservation" means the San Xavier Indian Reservation existing as of the Enforceability Date as established by the Executive Order of July 1, 1874 which is a part of the Tohono O'odham Nation.

1.16 "Storage Credit" means a storage credit granted by ADWR pursuant to Arizona law.

1.17 "Termination Date" means (a) for CAP water used for mining and processing ore at the Mission Complex, the earlier of 25 years after the Enforceability Date or the completion of such use, and (b) for CAP water used for Environmental Purposes, the earlier of 25 years after the Enforceability Date or the completion of such use.

1.18 "Tucson Management Area," or "TMA," means the area of land corresponding to

the area initially designated as the Tucson Active Management Area pursuant to the Arizona Groundwater Management Act of 1980 (session laws of the State of Arizona, 1980, thirty-fourth legislature, fourth special session, chapter 1), subsequently divided into the Tucson Active Management Area and the Santa Cruz Active Management Area pursuant to Arizona Laws of 1994, Ch. 296), and that part of the Upper Santa Cruz Basin not within the area initially designated as the Tucson Active Management Area.

1.19 "Well Site Lease" means that certain business lease No. H54-16-72 dated April 26, 1972, of San Xavier Reservation land to Asarco and approved by the United States on November 14, 1972. "New Well Site Lease" means a lease to be entered into pursuant to the provisions of paragraph 3.4.

ARTICLE 2

CENTRAL ARIZONA PROJECT WATER

2.1 The Nation shall deliver up to 10,000 acre-feet per annum of its CAP allocation to Asarco for use, in lieu of groundwater, in its mining, milling, processing, Environmental Purposes and related operations at the Mission Complex under terms and conditions set forth in a water agreement. The water shall be delivered at the CAP turnout south of Pima Mine Road pursuant to orders placed by Asarco in a manner consistent with the Nation's contracts with the United States dated December 11, 1980 and October 11, 1983, including any amendments thereto that hereafter may be made.

2.2 In years one through five starting on the Accrual Date, the delivery fee shall be \$15 per acre foot delivered in lieu of water pumpable under the Well Site Lease, and \$20 per acre foot for water delivered in lieu of other groundwater pumping. On the 6th and each succeeding five-year anniversary of the Accrual Date the delivery charges shall increase by 13% over the previous charges and the new charges shall remain in effect for the succeeding five years. Asarco shall make payments of the delivery charges on a monthly basis within 30 days after delivery. In any year during the term of this Agreement that Asarco uses more than 10,000 acre-feet of CAP water in lieu of pumping groundwater for the Mission Complex, it shall use a minimum of 10,000 acre-feet of CAP water pursuant to this Agreement if such water is available thereunder.

2.3 Nothing herein shall be construed as prohibiting Asarco from utilizing its off-Reservation wells or water rights for any purpose.

2.4 On or before March 31 of each year commencing with the Accrual Date, Asarco will report to the Nation its Mission Complex CAP and groundwater use for the previous year.

2.5 The Parties may not seek to shut off, terminate or otherwise interfere with the CAP water delivered to Asarco pursuant to this Agreement, which is subject only to the remedies provided under Article 10 hereof.

2.6 The Nation's obligation to deliver CAP water to Asarco under the terms of this Article shall cease on the Termination Date, except that if the Termination Date is 25 years after the Enforceability Date and if Asarco continues mining and processing ore at the Mission

Complex after that date, the Nation shall have the option, at its sole discretion, to continue the obligation to deliver in lieu CAP water to Asarco for an additional period of not less than 10 years or more than 25 years.

2.7 If at any time during the 35-year period after the Enforceability Date, Asarco intends to use its grandfathered water rights listed in Article 8 hereof for any purpose other than mining that is compatible with the use of CAP water by Asarco and also is compatible with the delivery of CAP water by the Nation ("new use"), not less than 180 days prior to the commencement of the new use Asarco shall give the Nation and the San Xavier District notice of the intended new use and the quantity of water required for the new use. Within the 180-day period, the Nation, with the concurrence of the San Xavier District, may exercise the right to supply the new use with CAP water for the lesser of the life of the use or 25 years.

2.8 The delivery charges for CAP water delivered to Asarco under paragraphs 2.6 and 2.7 shall be the charges set forth in paragraph 2.2 for the acre-feet for which Storage Credits are earned and for the remaining water the delivery charge shall be the lesser of the then current market rate for CAP municipal and industrial water or Asarco's cost for pumping an equivalent amount of groundwater.

ARTICLE 3

SAN XAVIER WELL SITE LEASE

3.1 The Asarco option to renew the Well Site Lease for an additional 25-year term is hereby recognized as having been validly exercised as of November 14, 1997.

3.2 The rental adjustment provisions of 25 C.F.R. § 162.8 are hereby waived for the renewed Well Site Lease.

3.3 It is agreed among the parties that Asarco's rights to use water for the purposes described in paragraph 7 of the Well Site Lease shall include uses for San Xavier Reservation Environmental Purposes; provided that (a) the Nation and Asarco shall consult to determine whether a mutual agreement can be reached on the feasibility of first withdrawing water from Asarco's off-Reservation wells to use for San Xavier Reservation Environmental Purposes and (b) if it is necessary to withdraw water under the Well Site Lease for San Xavier Reservation Environmental Purposes which cannot reasonably be used on the San Xavier Reservation or to process San Xavier Reservation ore at the Mission Complex, the Nation and Asarco shall consult and use the water for a mutually agreed purpose.

3.4 Asarco agrees to reduce its pumping under the Well Site Lease by reducing such quantity by each acre-foot of CAP water delivered to Asarco under the Water Lease.

3.5 Except as otherwise provided herein, all other terms of the Well Site Lease shall remain in full force and effect.

3.6 If Asarco has not completed use of the wells for the purposes authorized under the Well Site Lease prior to its expiration date, the Nation and Asarco shall enter into a New Well Site Lease on the same material terms and conditions as the existing Well Site Lease except as

set forth below:

3.6.1 The effective date of the New Well Site Lease shall be the day following the termination date of the Well Site Lease, subject to approval of the Secretary of the Interior.

3.6.2 The term shall end on the earlier of (1) the date 25 years after the termination date of the Well Site Lease or (2) the date on which Asarco completes (A) mining and processing San Xavier Reservation ore and (B) use of water for San Xavier Reservation Environmental Purposes.

3.6.3 The following provisions shall be incorporated as affirmative rights and obligations:

3.6.3.1 Paragraphs 3.2 and 3.4 hereof;

3.6.3.2 Asarco agrees not to exercise the distance and use limitations on well development and operation prescribed in paragraph 5 of the Well Site Lease on the following conditions:

3.6.3.2.1 The Nation shall have the right to drill and operate a well, or grant such right to any person, at a site which is more than four tenths (.4) of a mile from any existing Asarco well operated under the Well Site Lease.

3.6.3.2.2 Water withdrawn from any such well may be used for any purpose, which does not interfere with Asarco's use rights under the New Well Site Lease.

3.6.3.2.3 Costs associated with the construction, operation, maintenance, repair or other activity related to any such well shall be solely the responsibility of the Nation, or any person granted rights to use the well.

3.6.3.2.4 Water withdrawn pursuant to this subparagraph 3.6.3.2 shall not exceed a total of 100 acre-feet during any calendar year.

3.6.3.3 Asarco agrees not to exercise the use and quantity limitations in paragraph 6 of the Well Site Lease related to direct withdrawals from Asarco wells on the following conditions:

3.6.3.3.1 The Nation shall have the right to withdraw water from any Asarco well, or grant such right to any person, and to use the water for any purpose that does not interfere with Asarco's use rights under the New Well Site Lease.

3.6.3.3.2 Asarco shall have the right to impose a charge on each acre-foot of water withdrawn by the Nation or the Nation's grantee which shall be no greater than Asarco's average operation, maintenance and repair costs for withdrawal of an acre-foot of water in the preceding calendar year. The Nation or other user shall pay the withdrawal charge within 15 days after the end of each month in which water is withdrawn.

3.6.3.3.3 Groundwater withdrawn pursuant to this paragraph 3.6.3.3 shall not exceed a total of 100 acre-feet during any calendar year.

3.6.4 Upon completion of processing San Xavier Reservation ore, the Nation shall have the right to withdraw the number of acre-feet of water directly or from constructed wells, as authorized by the Amendments, that does not interfere with Asarco's use or non-use of the wells for San Xavier Reservation Environmental Purposes.

3.6.5 Asarco shall make lease payments as follows: (1) until processing of San Xavier Reservation ore is complete (A) \$5 per acre-foot withdrawn and (B) paragraph 3.2 shall apply; and (2) effective as of the date San Xavier Reservation ore processing is completed, 25 CFR § 162.8 shall apply for the water withdrawable for San Xavier Reservation Environmental Purposes.

3.6.6 The provisions of this paragraph 3.6 shall not limit the Nation and Asarco from agreeing to negotiate a New Well Site Lease on other terms and conditions or for other purposes.

ARTICLE 4

CAP WATER DELIVERY INFRASTRUCTURE COSTS

4.1 Asarco shall construct and own the infrastructure necessary to take delivery of up to 10,000 acre-feet annually of CAP water under a water agreement at its own expense, except for the financing provided for in paragraph 4.2 below. Asarco may, in its discretion and at its expense, construct the infrastructure necessary to take delivery of additional water.

4.2 Upon Asarco's providing to the Nation reasonable security for any requested loan, the Nation will loan Asarco up to \$800,000 at Asarco's option for up to 14 years, plus interest at the rate of 6% per annum, compounded annually on the outstanding balance, to finance infrastructure costs necessary to make use of the CAP water pursuant to this Agreement. The loan shall be funded by the Nation in the manner that construction loans are normally funded upon being presented with evidence of the expenditures necessary for the construction of the infrastructure. The loan is to be repaid first by crediting Storage Credits earned as set forth in paragraph 5.3 of this Agreement and if any balance remains at the end of the term of the loan by Asarco in cash within 30 days.

4.3 The obligations under this Article 4 of this Agreement are independent of and separable from the remaining Articles of this Agreement. Even if this Article is not assumable or assignable under 11 U.S.C. §365 (c)(2), the remaining portion of this Agreement may be assumed or assigned even though executory.

ARTICLE 5

STORAGE CREDITS

5.1 Except as otherwise provided in this Agreement, Storage Credits earned under this Agreement shall be owned by the Nation.

5.2 Solely for purposes of this Agreement, each Storage Credit for one acre-foot of water shall be valued at \$40.

5.3 Any Storage Credits earned by the Nation shall first be treated as repayment of the principal and interest of the loan referred to in paragraph 4.2, and then shall be allocated as further provided by internal agreement between the Nation and the District.

ARTICLE 6

WAIVER AND RELEASE

6.1 The Nation, the District and the Allottees waive and release all claims against Asarco arising out of Asarco's withdrawal of water from beneath the ground within the Tucson Management Area from time immemorial through the Enforceability Date.

6.2 The Nation, the District and the Allottees waive and release all claims against Asarco that may arise after the Enforceability Date to the extent that such claims arise out of Asarco's withdrawal of water within the Tucson Management Area pursuant to its existing Type 1 and Type 2 state law water rights and withdrawals of stored water as defined on the Enforceability Date in A.R.S. § 45-802.01, except as such rights are agreed to be limited in this Agreement.

6.3 The United States waives and releases all claims referred to in 6.1 and 6.2 above against Asarco in so far as said Claims relate to claims of the Allottees and the Nation within the Tucson Management Area.

6.4 Asarco waives and releases all claims against the United States, the Nation, the District and the Allottees arising out of their withdrawal of water from beneath the San Xavier Reservation and other land of the Nation within the Tucson Management Area on or before the Enforceability Date.

6.5 Asarco waives and releases all claims after the Enforceability Date against the United States, the Nation, the District and the Allottees to the extent that such claims arise out of their withdrawal of water as authorized under the Amendments, and hereby confirms such parties' rights to withdraw water as authorized by said Amendments.

ARTICLE 7

ALVAREZ LAWSUIT CLAIMS

7.1 Payments made by Asarco under this Agreement shall be made and disbursed as follows:

7.1.1 During the Accrual Period and commencing on the Accrual Date, payments for delivery of CAP in lieu water made under this Agreement shall be paid by Asarco into a fund to be called the "Alvarez Groundwater Settlement Fund" (the "Fund"), which shall be maintained as a segregated account by the San Xavier Allottees Association as provided in paragraph 7.2.

7.1.2 Asarco shall make additional payments to the Fund ("Advance Minimum Payments") within 30 days of the following specified anniversaries of the Accrual Date if required to ensure that the Fund has received the corresponding specified minimum cumulative totals of payments, exclusive of all interest or dividends earned by the Fund on balances in the Fund:

- (a) Second Anniversary - \$100,000.
- (b) Fifth Anniversary - \$350,000.
- (c) Eighth Anniversary - \$600,000.
- (d) Eleventh Anniversary - \$1,050,000.
- (e) Fourteenth Anniversary - \$1,500,000.

7.1.3 Any Advance Minimum Payments made by Asarco shall be credited against future charges for CAP in lieu water that would otherwise be due for water delivered under this Agreement.

7.1.4 When Asarco has paid a total of \$1.5 million of payments to the Fund, all subsequent payments due under this Agreement shall be paid by Asarco 55% to the Nation and 45% to the District.

7.2 The Board of Directors of the San Xavier Allottees Association ("Board") shall establish, maintain, control, invest, administer and expend the Fund. The Board shall establish a procedure for the orderly administration and protection of the corpus of the Fund. Payments from the Fund shall only be made upon written application showing a need for such compensation pursuant to the purposes of the Fund as stated herein. The Fund shall be expended by the Board at its discretion for an ongoing groundwater quality testing program; water supply development and individual or community water treatment systems to provide good quality water for any development that may take place in the future on lands affected by groundwater contamination, including but not limited to, Total Dissolved Solids ("TDS") and sulfate contamination within the San Xavier Reservation and within the Upper Santa Cruz subbasin as defined by ADWR; administration of the Fund by the Allottees Association; compensation payments to allottee landowners based upon a reasonable showing that TDS or sulfate levels in groundwater under their allotments are unsuitable for an existing or imminent use and for other purposes to be determined by the SXAA, including reimbursement to the District for Asarco-related Alvarez litigation expenses. The Nation shall be eligible to receive groundwater contamination benefits from the Fund on the same basis as any other owner of Indian trust lands on the San Xavier Reservation.

7.3 The San Xavier Allottees Association shall prepare and distribute to the San Xavier Allottee landowners an annual report of the financial status of the Fund on a calendar year basis. The Allottees Association shall provide a copy of such annual report to Asarco within 30 days of its completion and in no case later than 90 days after year-end. Asarco shall maintain the confidentiality of the annual report.

7.4 In the event Asarco fails to make any payment to the Fund when due under paragraph 7.1.2, any member of the allottee class in Alvarez may invoke any remedy available under Article 10 for the benefit of the Fund.

7.5 Subject to the conditions stated in the following subparagraphs, the Nation, the District, the San Xavier Allottees and the United States, to the extent of its trust responsibility, hereby waive and release Asarco from claims for damages arising out of the degradation of groundwater quality caused by (a) the withdrawal of groundwater by Asarco as permitted by the Well Site Lease, (b) the use of CAP water by Asarco pursuant to this Agreement or (c) Asarco's mining operations at the Mission Complex pursuant to the Mining Leases, the Business Leases, the Mine Plan of Operations and any Aquifer Protection Permit:

7.5.1 This waiver and release shall be effective only upon the Accrual Date.

7.5.2 This Article 7 and this waiver and release shall be of no force and effect if the Accrual Date has not occurred prior to the third anniversary of the Enforceability Date.

7.5.3 The named class representative plaintiffs (San Xavier Allottees) in Alvarez agree to file a stipulated motion to certify a non-opt-out subclass consisting of all original allottees, heirs and devisees of original allottees, and purchasers and grantees of allotments in the San Xavier Reservation, together with a stipulated motion to dismiss the plaintiffs' Fourth Cause of Action with prejudice, within 30 days of the commencement of the Accrual Period.

7.5.4 This waiver and release shall not be effective to the extent that Asarco's activities violate any federal or state law regulating discharges of toxic or hazardous substances to groundwater; as to which all common law, statutory and regulatory remedies shall be preserved.

ARTICLE 8

STATE LAW WATER RIGHTS

8.1 The Nation and the Allottees confirm the full validity of Asarco's existing certificated and permitted state law water rights listed as follows, copies of which are attached hereto as Exhibit 1, subject to the provisions of this Agreement:

Type 2 Right Certificate # 58-160032
Type 2 Right Certificate # 58-115187.0002
Type 2 Right Certificate # 58-100315.0004
Type 1 Right Certificate # 58-100306

8.2 Except in connection with a sale or transfer of the Mission Complex, or a substantial portion thereof, Asarco will provide the Nation and the District with 90-days notice of its intent to sell its Type 1 or Type 2 water rights to any buyer, together with the price and any substantive terms of the sale, who intends to use such rights for other than mining purposes, so that the Nation may have an opportunity to seek to acquire the property offered for sale. Information concerning any intent to sell, including information regarding the price and terms of

sale, shall be kept confidential by the Nation and the District. Nothing herein shall be deemed to constitute a right of first refusal or an option to buy Asarco's water rights.

ARTICLE 9

MISCELLANEOUS

9.1 Payment of the minimum royalties provided for in paragraphs V.A(2) and V.A(3) of the Settlement Agreement of November 3, 1971 in Cause No. CIV. 70-83 TUC shall be deemed to satisfy Asarco's covenants under the mining leases to diligently prospect, develop and operate the leased premises, and shall be deemed to constitute mining in paying quantities as required by paragraph 2 of such leases and any applicable laws.

9.2 Asarco will not unreasonably protest any groundwater recharge facility permit applications by the Nation or the District, or unreasonably oppose any unpermitted recharge facility on the San Xavier Reservation.

ARTICLE 10

REMEDIES

10.1 The party claiming a breach of this Agreement shall notify the offending party in writing of the alleged breach and provide the offending party a 60-day opportunity to cure prior to seeking enforcement of this Agreement.

10.2 The remedies of a party for breach of this Agreement shall be limited to equitable, declaratory and injunctive relief and shall not include the payment of damages, except for payments due from Asarco under this Agreement.

ARTICLE 11

GENERAL

11.1 Notice required pursuant to the terms of this Agreement shall be in writing and shall be effective on the earlier of (a) the date when received by such party or (b) the date which is three days after mailing by certified or registered mail, return receipt requested, to the address of such party set forth herein, or to such other address as shall have previously been specified in writing by such party to all parties hereto. Notice shall be sent to the respective parties as follows:

Nation:

Chairperson
Tohono O'odham Nation
P.O. Box 837
Sells, Arizona 85634

With copies to:

Attorney General
Tohono O'odham Nation
P.O. Box 830
Sells, Arizona 85634

Asarco:

General Manager
Mission Complex
Asarco Incorporated
P.O. Box 111
Sahuarita, Arizona 85629

With a copy to:

Robert B. Hoffman
Somach Simmons & Dunn
6035 North 45th Street
Paradise Valley, Arizona 85253-4001

San Xavier District:

Chairman
San Xavier District Council
2018 W. San Xavier Road
Tucson, Arizona 85746

With a copy to:

Louis W. Barassi
Barassi & Curl
485 So. Main Ave.
Tucson, AZ 85701

San Xavier Allottees:

President
San Xavier Allottees Association
2018 W. San Xavier Road
Tucson, Arizona 85746

With a copy to:

Thomas E. Luebben
Luebben, Johnson & Barnhouse LLP
211 12th Street NW
Albuquerque, New Mexico 87012

United States of America;

Secretary of the Interior
Department of the Interior
Washington, D.C. 20240

With copies to:

Area Director
Western Regional Office
P.O. Box 10
Phoenix, Arizona 85001

Regional Director
Bureau of Reclamation
Lower Colorado Region
P.O. Box 427
Boulder City, Nevada 89005

Bureau of Indian Affairs
Papago Indian Agency
Sells, Arizona 85634

11.2 The parties hereby represent to each other that each has reviewed this Agreement with competent legal counsel, and that no party shall deny the validity of this Agreement on the grounds that it did not understand the nature and consequences of this Agreement or did not have the advise of independent counsel.

11.3 The Parties are aware of canons of interpretation where ambiguities in contracts are resolved by courts in favor of a party based upon status such as that of an Indian Tribe or of a drafter. Notwithstanding such canons, counsel for the parties have negotiated, read and approved the language of this Agreement, which language shall be construed in its entirety according to its fair meaning and not strictly for or against any of the parties, who have worked together in preparing the final version of this Agreement.

11.4 This Agreement is and shall be binding upon the heirs, devisees, executors, assigns and successors in interest of each of the parties.

11.5 This Agreement may be executed in multiple counterparts and when a counterpart has been executed by each of the parties thereto, such counterparts taken together shall constitute

a single agreement. Duplicate and/or faxed originals may also be utilized, each of which shall be deemed and original document.

11.6 The parties agree to execute all contracts, agreements and documents, to take all further action reasonably necessary as may be required to comply with the provisions of this Agreement and the intent hereof and to cooperate with each other in effectuating this Agreement and carrying out its terms.

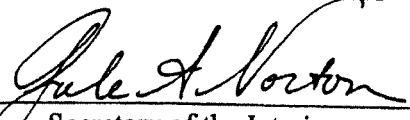
11.7 Should any party hereto be placed into bankruptcy under the laws of the United States, this Agreement, including all waivers and releases, will be of no force or effect unless all Articles hereof, except Article 4, are accepted in toto by the bankruptcy court or trustee as permitted by said laws.

DATED this 12th day of June, 2006

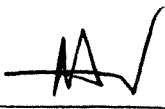
TOHONO O'ODHAM NATION

By 
Chairperson


UNITED STATES OF AMERICA


By 
Secretary of the Interior

SAN XAVIER DISTRICT

By 
Chairperson

ASARCO INCORPORATED

By 
President


U.P. Env. Affairs

ALVAREZ V. TUCSON ALLOTTEE CLASS (Causes of Action 1 through 3)

By: Luzinda Nuñez

By: Quart Jencas

By: Thyllian E...

By: Verna E. Ojiguel

By: Celestine Pablo

By: Orlando...

By: Josella Drosco Benell

By: Felicia Nuñez

By: Randy J. Jones

By: ...

By: ...

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

Its Class Representatives

UNITED STATES V. TUCSON ALLOTTEE CLASS

By: AAV

By: Jasanna Caspale

By: Julian Ramon Person

By: Cornelia Math

By: R-2 Red Dog

By: Michael L. Bain

By: W. E. Begay

Its Class Representatives

ALVAREZ V. TUCSON ALLOTTEE CLASS (Causes of Action 1 through 3)

By: AAV

By: Jasanna Caspale

By: Julian Ramon Person

By: Cornelia Math

By: R-2 Red Dog

Its Class Representatives

ALVAREZ V. TUCSON ALLOTTEE CLASS (Cause of Action 4)

By: _____

By: _____

By: _____

By: _____

By: _____

Its Class Representatives